

**LEWIS BRISBOIS BISGAARD & SMITH LLP**  
LEO A. BAUTISTA, SB# 149889  
E-Mail: [Leo.Bautista@lewisbrisbois.com](mailto:Leo.Bautista@lewisbrisbois.com)  
JOSEPHINE A. BROSAS, SB# 239342  
E-Mail: [Josephine.Brosas@lewisbrisbois.com](mailto:Josephine.Brosas@lewisbrisbois.com)  
633 West 5<sup>th</sup> Street, Suite 4000  
Los Angeles, California 90071  
Telephone: 213.250.1800  
Facsimile: 213.250.7900

*Attorneys for Plaintiff.* WATERS EDGE  
WINERIES, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**WATERS EDGE WINERIES, INC., A  
CALIFORNIA CORPORATION,**

**Plaintiff,**

VS.

WINE VIBES, LLC a TEXAS limited liability company; SHERIFAT LAWAL, an individual; TAMESHA HAMPTON, an individual; PHELICIA COLVIN, an individual and DOES 1-10, inclusive

### Defendants.

Case No. 5:22-cv-01883 SB (SHKx)

*Assigned to The Hon. Stanley Blumenfeld, Jr., - Courtroom 6C*

## **STIPULATED PROTECTIVE ORDER**

Trial Date: November 13, 2023

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth in  
 2 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
 3 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
 4 procedures that must be followed and the standards that will be applied when a party  
 5 seeks permission from the court to file material under seal.

6       B.     GOOD CAUSE STATEMENT

7       This action is likely to involve trade secrets, customer and pricing lists and  
 8 other valuable research, development, commercial, financial, technical and/or  
 9 proprietary information for which special protection from public disclosure and  
 10 from use for any purpose other than prosecution of this action is warranted. Such  
 11 confidential and proprietary materials and information consist of, among other  
 12 things, confidential business or financial information, information regarding  
 13 confidential business practices, or other confidential research, development, or  
 14 commercial information (including information implicating privacy rights of third  
 15 parties), information otherwise generally unavailable to the public, or which may be  
 16 privileged or otherwise protected from disclosure under state or federal statutes,  
 17 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
 18 information, to facilitate the prompt resolution of disputes over confidentiality of  
 19 discovery materials, to adequately protect information the parties are entitled to keep  
 20 confidential, to ensure that the parties are permitted reasonably necessary uses of  
 21 such material in preparation for and in the conduct of trial, to address their handling  
 22 at the end of the litigation, and serve the ends of justice, a protective order for such  
 23 information is justified in this matter. It is the intent of the parties that information  
 24 will not be designated as confidential for tactical reasons and that nothing be so  
 25 designated without a good faith belief that it has been maintained in a confidential,  
 26 non-public manner, and there is good cause why it should not be part of the public  
 27 record of this case.

28       ///

1           2.     DEFINITIONS

2       2.1    Action: The federal lawsuit entitled Waters Edge Wineries, Inc. v.  
3   Wine Vibes LLC, et. al, Case No. 5:22-cv-01883 SB (SHKx), pending in the  
4   United States District Court for then Central District of California.

5       2.2    Challenging Party: a Party or Non-Party that challenges the  
6   designation of information or items under this Order.

7       2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
8   how it is generated, stored or maintained) or tangible things that qualify for  
9   protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
10   the Good Cause Statement.

11      2.4    “CONFIDENTIAL – ATTORNEYS EYES ONLY” information or  
12   items: information which belongs to a Designating Party who believes in good faith  
13   that the disclosure of such information to another Party or Non-Party would create a  
14   substantial risk of serious financial or other injury that cannot be avoided by less  
15   restrictive means.

16      2.5    Counsel: Outside Counsel of Record and House Counsel (as well as  
17   their support staff).

18      2.6    Designating Party: a Party or Non-Party that designates information or  
19   items that it produces in disclosures or in responses to discovery as  
20   “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY.”

21      2.7    Disclosure or Discovery Material: all items or information, regardless  
22   of the medium or manner in which it is generated, stored, or maintained (including,  
23   among other things, testimony, transcripts, and tangible things), that are produced or  
24   generated in disclosures or responses to discovery in this matter.

25      2.8    Expert: a person with specialized knowledge or experience in a matter  
26   to the litigation who has been retained by a Party or its counsel to serve as an expert  
27   witness or as a consultant in this Action.

28      2.9    House Counsel: attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3       2.10 Non-Party: any natural person, partnership, corporation, association, or  
4 other legal entity not named as a Party to this action.

5       2.11 Outside Counsel of Record: attorneys who are not employees of a  
6 party to this Action but are retained to represent or advise a party to this Action and  
7 have appeared in this Action on behalf of that party or are affiliated with a law firm  
8 which has appeared on behalf of that party, and includes support staff.

9       2.12 Party: any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14       2.14 Professional Vendors: persons or entities that provide litigation  
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18       2.15 Protected Material: any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES  
20 ONLY.”

21       2.16 Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

23       3. SCOPE

24       The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
27 compilations of Protected Material; and (3) any testimony, conversations, or  
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the  
 2 trial judge. This Order does not govern the use of Protected Material at trial.

3       4. DURATION

4       Even after final disposition of this litigation, the confidentiality obligations  
 5 imposed by this Order shall remain in effect until a Designating Party agrees  
 6 otherwise in writing or a court order otherwise directs. Final disposition shall be  
 7 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
 8 or without prejudice; and (2) final judgment herein after the completion and  
 9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
 10 including the time limits for filing any motions or applications for extension of time  
 11 pursuant to applicable law.

12     5. DESIGNATING PROTECTED MATERIAL

13     5.1   Exercise of Restraint and Care in Designating Material for Protection.  
 14 Each Party or Non-Party that designates information or items for protection under  
 15 this Order must take care to limit any such designation to specific material that  
 16 qualifies under the appropriate standards. The Designating Party must designate for  
 17 protection only those parts of material, documents, items, or oral or written  
 18 communications that qualify so that other portions of the material, documents,  
 19 items, or communications for which protection is not warranted are not swept  
 20 unjustifiably within the ambit of this Order.

21       Mass, indiscriminate, or routinized designations are prohibited. Designations  
 22 that are shown to be clearly unjustified or that have been made for an improper  
 23 purpose (e.g., to unnecessarily encumber the case development process or to impose  
 24 unnecessary expenses and burdens on other parties) may expose the Designating  
 25 Party to sanctions.

26       If it comes to a Designating Party's attention that information or items that it  
 27 designated for protection do not qualify for protection, that Designating Party must  
 28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           5.2 Manner and Timing of Designations. Except as otherwise provided in  
 2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 4 under this Order must be clearly so designated before the material is disclosed or  
 5 produced.

6           Designation in conformity with this Order requires:

7           (a) for information in documentary form (e.g., paper or  
 8 electronic documents, but excluding transcripts of depositions or other  
 9 pretrial or trial proceedings), that the Producing Party affix at a  
 10 minimum, the legend “CONFIDENTIAL” or “CONFIDENTIAL-  
 11 ATTORNEYS EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to  
 12 each page that contains protected material. If only a portion or portions of the  
 13 material on a page qualifies for protection, the Producing Party also must  
 14 clearly identify the protected portion(s) (e.g., by making appropriate  
 15 markings in the margins).

16           A Party or Non-Party that makes original documents available for  
 17 inspection need not designate them for protection until after the inspecting  
 18 Party has indicated which documents it would like copied and produced.  
 19 During the inspection and before the designation, all of the material made  
 20 available for inspection shall be deemed “CONFIDENTIAL” or  
 21 “CONFIDENTIAL- ATTORNEYS EYES ONLY” in accordance with the  
 22 designation. After the inspecting Party has identified the documents it wants  
 23 copied and produced, the Producing Party must determine which documents,  
 24 or portions thereof, qualify for protection under this Order. Then, before  
 25 producing the specified documents, the Producing Party must affix the  
 26 “CONFIDENTIAL legend” to each page that contains Protected Material. If  
 27 only a portion or portions of the material on a page qualifies for protection,  
 28 the Producing Party also must clearly identify the protected portion(s) (e.g.,

1 by making appropriate markings in the margins).

2                   (b) for testimony given in depositions that the Designating Party  
3 identify the Disclosure or Discovery Material on the record, before the  
4 close of the deposition all protected testimony.

5                   (c) for information produced in some form other than documentary  
6 and for any other tangible items, that the Producing Party affix in a prominent  
7 place on the exterior of the container or containers in which the information is  
8 stored the legend “CONFIDENTIAL” or “CONFIDENTIAL- ATTORNEYS  
9 EYES ONLY.” If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall  
11 identify the protected portion(s).

12       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37.1 et seq.

24       6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall

1 continue to afford the material in question the level of protection to which it is  
 2 entitled under the Producing Party's designation until the Court rules on the  
 3 challenge.

4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 6 disclosed or produced by another Party or by a Non-Party in connection with this  
 7 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 8 Protected Material may be disclosed only to the categories of persons and under the  
 9 conditions described in this Order. When the Action has been terminated, a  
 10 Receiving Party must comply with the provisions of section 13 below (FINAL  
 11 DISPOSITION).

12       Protected Material must be stored and maintained by a Receiving Party at a  
 13 location and in a secure manner that ensures that access is limited to the persons  
 14 authorized under this Order.

15       7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 16 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 17 Receiving Party may disclose any information or item designated  
 18 "CONFIDENTIAL" only to:

19           (a) the Receiving Party's Outside Counsel of Record in this Action,  
 20 as well as employees of said Outside Counsel of Record to whom it is  
 21 reasonably necessary to disclose the information for this Action;

22           (b) the officers, directors, and employees (including House  
 23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
 24 for this Action;

25           (c) Experts (as defined in this Order) of the Receiving Party to  
 26 whom disclosure is reasonably necessary for this Action and who have  
 27 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28           (d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and

Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material maybe separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

### 7.3. Disclosure of “CONFIDENTIAL – ATTORNEYS EYES ONLY”

Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to

whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) the or a custodian or other person who otherwise possessed or knew the information;

(f) during their depositions, witnesses who are the author or recipient of a document containing the information, and attorneys for such witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material maybe separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

1                             (b) promptly notify in writing the party who caused the subpoena or  
 2 order to issue in the other litigation that some or all of the material  
 3 covered by the subpoena or order is subject to this Protective Order. Such  
 4 notification shall include a copy of this Stipulated Protective Order; and

5                             (c) cooperate with respect to all reasonable procedures sought  
 6 to be pursued by the Designating Party whose Protected Material may be  
 7 affected. If the Designating Party timely seeks a protective order, the Party  
 8 served with the subpoena or court order shall not produce any information  
 9 designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL –  
 10 ATTORNEYS EYES ONLY” before a determination by the court from  
 11 which the subpoena or order issued, unless the Party has obtained the  
 12 Designating Party’s permission. The Designating Party shall bear the burden  
 13 and expense of seeking protection in that court of its confidential material and  
 14 nothing in these provisions should be construed as authorizing or encouraging  
 15 a Receiving Party in this Action to disobey a lawful directive from another  
 16 court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 18 PRODUCED IN THIS LITIGATION

19                             (a) The terms of this Order are applicable to information produced  
 20 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
 21 “CONFIDENTIAL – ATTORNEYS EYES ONLY.” Such information  
 22 produced by Non-Parties in connection with this litigation is protected  
 23 by the remedies and relief provided by this Order. Nothing in these  
 24 provisions should be construed as prohibiting a Non-Party from seeking  
 25 additional protections.

26                             (b) In the event that a Party is required, by a valid discovery request,  
 27 to produce a Non-Party’s confidential information in its possession, and the  
 28 Party is subject to an agreement with the Non-Party not to produce the Non-

1 Party's confidential information, then the Party shall:

2                   (1) promptly notify in writing the Requesting Party and the  
3 Non-Party that some or all of the information requested is subject to a  
4 confidentiality agreement with a Non-Party;

5                   (2) promptly provide the Non-Party with a copy of the  
6 Stipulated Protective Order in this Action, the relevant discovery  
7 request(s), and a reasonably specific description of the information  
8 requested; and

9                   (3) make the information requested available for inspection  
10 by the Non-Party, if requested.

11                   (c) If the Non-Party fails to seek a protective order from this court  
12 within 14 days of receiving the notice and accompanying information, the  
13 Receiving Party may produce the Non-Party's confidential information  
14 responsive to the discovery request. If the Non-Party timely seeks a protective  
15 order, the Receiving Party shall not produce any information in its  
16 possession or control that is subject to the confidentiality agreement with the  
17 Non-Party before a determination by the court. Absent a court order to the  
18 contrary, the Non-Party shall bear the burden and expense of seeking  
19 protection in this court of its Protected Material.

20                  10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21                  If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
22 Protected Material to any person or in any circumstance not authorized under this  
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
24 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
26 persons to whom unauthorized disclosures were made of all the terms of this Order,  
27 and (d) request such person or persons to execute the "Acknowledgment and  
28 Agreement to Be Bound" that is attached hereto as Exhibit A.

1     11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
 2 PROTECTED MATERIAL

3       When a Producing Party gives notice to Receiving Parties that certain  
 4 inadvertently produced material is subject to a claim of privilege or other protection,  
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
 7 may be established in an e-discovery order that provides for production without  
 8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
 9 as the parties reach an agreement on the effect of disclosure of a communication or  
 10 information covered by the attorney-client privilege or work product protection, the  
 11 parties may incorporate their agreement in the stipulated protective order submitted  
 12 to the court.

13     12. MISCELLANEOUS

14       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 15 person to seek its modification by the Court in the future.

16       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
 17 Protective Order no Party waives any right it otherwise would have to object  
 18 to disclosing or producing any information or item on any ground not  
 19 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
 20 right to object on any ground to use in evidence of any of the material covered  
 21 by this Protective Order.

22       12.3 Filing Protected Material. A Party that seeks to file under seal any  
 23 Protected Material must comply with Civil Local Rule 79-5. Protected  
 24 Material may only be filed under seal pursuant to a court order authorizing  
 25 the sealing of the specific Protected Material at issue. If a Party's request to  
 26 file Protected Material under seal is denied by the court, then the Receiving  
 27 Party may file the information in the public record unless otherwise  
 28 instructed by the court.

1     13. FINAL DISPOSITION

2                 After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4 (DURATION).

20     14. Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary  
22 sanctions.

23  
24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 DATED May 19, 2023

26 /s/ Josephine A. Brosas  
27 LEWIS BRISBOIS BISGAARD & SMITH LLP  
28 LEO A. BAUTISTA

1 JOSEPHINE A. BROSAS  
2 Attorneys for Plaintiff, WATERS EDGE WINERIES, INC.

3 DATED: May 19, 2023

4 /s/ Bruce Napell  
5 LAGARIAS, NAPELL & DILLON, LLP  
6 BRUCE NAPELL  
7 Attorneys for Defendants, Wine Vibes, LLC, Sherifat Lawal,  
Tamesha Hampton and Phelicia Colvin

8

9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10 DATED: May 24, 2023

11   
12 Hon. Shashi H. Kewalramani  
13 United States District/Magistrate Judge

14

15

16 **Attestation**

17 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other  
18 signatories listed, and on whose behalf this filing is submitted, concur in the filing's  
19 content and have authorized the filing.

20 DATED: May 23, 2023 LEWIS BRISBOIS BISGAARD & SMITH LLP

21

22 By: /s/ Josephine A. Brosas  
23 Josephine A. Brosas

24

25 *Attorneys for Plaintiff Waters Edge  
Wineries, Inc.*

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3

4 I, \_\_\_\_\_ [print or type full name], of  
5 \_\_\_\_\_ [print or type full address], declare under penalty of  
6 perjury that I have read in its entirety and understand the Stipulated Protective  
7 Order that was issued by the United States District Court for the Central District of  
8 California on [date] in the case of Waters Edge Wineries, Inc. v. Wine Vibes LLC,  
9 et. al, Case No. 5:22-cv-01883 SB (SHKx) . I agree to comply with and to be bound  
10 by all the terms of this Stipulated Protective Order and I understand and  
11 acknowledge that failure to so comply could expose me to sanctions and punishment  
12 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
13 any information or item that is subject to this Stipulated Protective Order to any  
14 person or entity except in strict compliance with the provisions of this Order. I  
15 further agree to submit to the jurisdiction of the United States District Court for the  
16 Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated  
22 Protective Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25  
26 Printed name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_